

**CITY OF ARCADIA
AND
ARCADIA FIREFIGHTERS' ASSOCIATION**



MEMORANDUM OF UNDERSTANDING

APRIL 1, 2014 – JUNE 30, 2018

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Article I.

Section A. PARTIES AND RECOGNITION

The Memorandum of Understanding is made and entered into between the management representatives of the City of Arcadia, hereinafter referred to as the "City" and representatives of the Arcadia Firefighters' Association, a formally recognized employee organization, hereinafter referred to as the "Association", pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code §§3500 et. seq.).

Section B. APPROPRIATE UNIT

The classifications covered by this agreement are:

- Firefighter
- Firefighter Paramedic
- Fire Engineer
- Fire Captain

Section C. MUTUAL RECOMMENDATION

This Memorandum of Understanding constitutes a mutual recommendation to be presented to the Association members for ratification, and to the City Council for adoption.

Article II.

Section A. TERM

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and it is mutually agreed that this Memorandum of Understanding shall be effective for the period beginning April 1, 2014 and ending June 30, 2018.

Section B. MAINTENANCE OF BENEFITS

For the term of this MOU, all currently effective provisions of the City Council, including ordinances, resolutions, mini-resolutions and budgets relating to any mandatory item of the meet and confer process shall remain in effect as currently administered except as modified by this Agreement.

Section C. SAVINGS CLAUSE

If any provision or the application of any provision of this Agreement as implemented should be rendered or declared invalid by any final court action or decree or by reasons of any preemptive legislation, such provision shall be deemed stricken from the Agreement, and any right, benefit or obligation conferred by that provision shall be discontinued. The remaining Sections of this Agreement shall remain in full force and effect for the duration of said Agreement.

Section D. STATE AND FEDERAL LAWS

The City and Association agree to abide by all State and Federal laws relating to employer-employee relations and employee benefits, and perceived infractions shall not be a grievous offense, but must be pursued through proper legal channels.

ARTICLE III. ASSOCIATION RIGHTS

Section A. RIGHT TO JOIN

The City and the Association recognize the right of the employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to join or participate in employee organization activities.

Section B. USE OF BULLETIN BOARDS

The City shall provide for the Association's use designated bulletin boards where employees in the bargaining unit have access during regular business hours subject to the following conditions:

1. All postings for bulletin boards must contain the date of posting and the identification of the organization; and
2. The Association will not post information which is defamatory, derogatory or obscene subject to the immediate removal of the right to post for a period not to exceed 90 days.

Section C. PAYROLL DEDUCTION

The City will deduct from the pay of Association members the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee on the City form subject to the following conditions:

1. Such deduction shall be made only upon submission of the City form to the designated City representative. Said form shall be duly completed and signed by the employee.
2. The City shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or longer after such submission.

Section D. ACCESS TO FACILITIES

All Association business will be conducted by employees and Association representatives outside of established work hours whenever possible.

Nothing herein shall be construed to prevent an Association representative or an employee from contacting the Human Resources Administrator or other management representatives regarding personnel related matters during work hours.

The authorized representative shall be given access to work locations during working hours provided that prior to visiting any work location the Association representative shall:

1. Contact the Human Resources Administrator, the Fire Chief or his/her designee, to state the purpose of his/her visiting; and
2. The Human Resources Administrator, the Fire Chief or his designee determines that such visit shall not interfere with the operations of the department.

Section E. REASONABLE NOTICE

It is mutually understood and agreed that a copy (via the United States Postal Service) of the City Council and/or Human Resources Commission agenda for each meeting mailed to three authorized representatives of the Association shall constitute reasonable written notice of any opportunity to meet with such agencies, on all matters within the scope of representation upon which the City Council or Human Resources Commission may act. The Association shall provide the Human Resources Administrator with the names and addresses of the three (3) authorized representatives within five (5) days of the effective date of this agreement. Changes of authorized representatives shall be in writing and may be submitted on an as needed basis.

Article IV. MANAGEMENT RIGHTS

Except as limited by the specific and express terms of this Agreement, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities confirmed on and vested in it by the laws and the constitution of the State of California, the Charter of the City of Arcadia and/or the laws and Constitution of the United States of America.

The management and the direction of the workforce of the City is vested exclusively in the City, and nothing in this Agreement is intended to circumscribe or modify the existing rights of the City to direct the work of its employees; hire, promote, demote, transfer, assign, staff and retain employees in positions within the City, subject to the Personnel Rules and Regulations of the City; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties for lack of work or other good reason; take action as may be necessary to carry out the City's mission and services in emergencies; and to determine the methods, means and personnel by which the operations are to be carried out.

Article V. COMPENSATION

Section A. CLASSIFICATIONS/SURVEYS/STUDIES

The City agrees to increase base salaries of classifications covered by this MOU in the amount of 2% effective April 1, 2014, July 1, 2015, and July 1, 2016, and 2.5% effective July 1, 2017. The salary schedules for classifications covered by this MOU are set forth on Exhibit "A" and incorporated herein.

In the event the City conducts another compensation study in the future, the City agrees to include EMT Bonus Pay of the surveyed cities as a component of base pay.

The City's last Labor Market Salary Survey was completed April 2007 and revised June 2007. The survey utilized a labor market for the City, which included fire service salary data for the County of Los Angeles, and the cities of Alhambra, Burbank, Downey, Monrovia, Monterey Park, Pasadena, Redondo Beach and West Covina.

In the event that one or more of the above cities discontinues operating a City fire department, the following cities, in this order, shall be used to replace any such city: 1) Culver City and 2) Manhattan Beach.

The classifications Firefighter and Fire Captain are benchmark classes within the survey.

Section B. PROMOTION OR ADVANCEMENT IN RATE OF COMPENSATION

When an employee is promoted, the pay shall advance to the lowest step in such higher range that will provide not less than approximately a 5% increase in compensation unless the top step in such range provides less than that amount. The 5% shall be measured by the salary from which the employee is promoted.

When an employee is promoted to a higher classification, the date of promotion shall be used in determining the date of future step increases.

Any salary increases members are due from promotions or new hires shall continue to be received in accordance with the AFFA Memorandum of Understanding and City Rules and Regulations. These increases shall take place on their hire date or their appointment/promotion date.

Section C. EDUCATIONAL INCENTIVE COMPENSATION

Qualified employees who possess an Associate of Arts degree, shall receive an additional 2.5% as their regular salary. Employees who possess a Bachelor of Arts or Science degree shall receive an additional 5% as their regular salary.

Employees shall qualify for the Education Incentive Compensation increases when they have been awarded a degree in a field closely related to their job duties. Typical fields of specialization include Fire Science, Fire Administration, Management, Business Administration, Psychology, Sociology, Nursing, Allied Health, Emergency Medical Services, and Public Administration. Other areas of specialization will be considered when they are of direct benefit to the City with the approval of the Fire Chief and Human Resources Administrator.

An employee who does not possess a degree, but has 60 or more college units acceptable to a college or university which is accredited by the California Department of Education towards a Baccalaureate degree and has completed a minimum of 20 units in fire related courses acceptable to an accredited California Junior College towards an Associate of Arts Degree in Fire Science, Fire Administration, Emergency Medical Services or related degree shall receive an additional 2.5% as their regular salary.

Degrees shall be granted by colleges and universities which are fully accredited in the state of California.

Members who qualify for any step advancement based on education shall provide to the Fire Chief a copy of their transcript which demonstrates that qualified units were achieved or the notation of the degree received. The copy of the transcript will become part of the individual's personnel file.

Section D. STEP INCREASE PERCENTAGES

The parties acknowledge that the percentages between steps shall be as close to 2.5% as the payroll computer's capability allows.

Section E. FIRE PREVENTION BUREAU ASSIGNMENT

Fire suppression personnel assigned to the Fire Prevention Bureau shall receive **\$69.23** per pay period in addition to their base salary. Thereafter, the Fire Chief shall set the stipends for this assignment on an annual basis no less than the current MOU provision.

During the term of this Agreement, non-shift (40 hour work week) Firefighter personnel assigned to the Fire Prevention Bureau as a Deputy Fire Marshal shall be paid at the same salary range as Fire Captain.

In accordance with the provisions of the Fair Labor Standards Act, this additional compensation shall be added to base pay for the computation of overtime for the positions mentioned above.

Employees assigned to the Fire Prevention Bureau on a modified work basis (temporary or permanent assignment) due to either an on-the-job or off-the-job illness or injury shall not receive the additional assignment pay. Employees regularly assigned to the Fire Prevention Bureau, who are injured (illness) and thereafter return to the assignment on a modified work basis, shall not lose their assignment pay.

Section F. CAPTAIN II COMPENSATION

Except as provided hereinafter, during the term of this Agreement a Fire Captain assigned by the Fire Chief to be in command of a Truck Company shall be appointed to Fire Captain II. A Fire Captain assigned by the Fire Chief to serve as Fire Captain II shall receive 5% in addition to his/her base salary during the period of the assignment as Captain II.

Section G. ADMINISTRATIVE CAPTAIN COMPENSATION

During the term of this Agreement a Fire Captain with a Bachelors' Degree, assigned by the Fire Chief to be an Administrative Captain shall receive **\$260** per pay period in addition to his/her base salary during the period of the assignment as the Administrative Captain.

During the term of this Agreement a Fire Captain with an Associate Degree or equivalent, assigned by the Fire Chief to be an Administrative Captain shall receive **\$255** per pay period in addition to his/her base salary during the period of the assignment as the Administrative Captain.

Section H. URBAN SEARCH AND RESCUE COMPENSATION

During the term of this Agreement, any represented employee who meets the State Office of Emergency Services minimum training standards for Type I Urban Search and Rescue shall receive **\$50** per pay period in addition to their base salary.

Section I. OUT OF RANK PARAMEDIC COMPENSATION

During the term of this Agreement, a represented employee who is not assigned as a Firefighter/Paramedic and maintains their Paramedic Certification shall receive **\$50** per pay period in addition to their base salary.

Section J. SPECIAL ASSIGNMENT COMPENSATION

A maximum of 10 members represented by this Agreement who perform special assignments as identified by the Fire Chief shall receive **\$25** per pay period.

These positions shall include the following: Maintenance Coordinator, Communications Coordinator, Paramedic Coordinator, SCBA Coordinator, (3) Shift Arson Investigator, (3) Background Investigator. No employee shall be compensated for performing more than one of these positions.

Section K. MOVIE DETAIL

Employees represented by this Agreement shall receive **\$43.34** per hour, with a six (6) hour minimum at time and one half for all movie detail worked. In the event of a Movie Detail Cancellation, Arcadia Fire Departmental Policy number 110.1, "Movie Detail Cancellations" will be followed.

Article VI. OVERTIME

Section A.

The Fire Chief may require employees in the Fire Department to work at any time other than during regular working hours until such work is accomplished.

Section B. FAIR LABOR STANDARDS ACT

For periods of time that the Fair Labor Standards Act applies to employees in classifications covered by this Agreement, any such employee who is required to work in excess of the standard hours established by the Act (currently 204 hours in a 27 day period) shall be compensated at the rate of time and one-half the employee's regular rate of pay, provided the employee is not otherwise exempt. Computation of overtime and payment for overtime shall comply with the Department of Labor regulations.

Except as provided hereinafter, for purposes of overtime calculation, all paid leaves of absence shall be regarded as hours worked, except sick leave. Sick leave will be regarded as hours worked for any member of this unit with 25 years of service or more with the City of Arcadia. No overtime credit shall be allowed for any period less than one-quarter hour.

Section C. MINIMUM CREDIT AND EMERGENCY RECALL

No overtime credit shall be allowed for any period less than one-quarter hour, provided that an employee who is recalled to work after completing a day's work, including any overtime, shall receive a minimum credit of one hour at time and one-half at his hourly rate. Emergency Recall for sworn classifications shall receive a minimum credit of two (2) hours overtime at the employee's hourly rate. This also includes members who have reported for duty under normal hiring procedures.

Section D. SHIFT EXCHANGES

Unit members may voluntarily trade shifts among themselves. While the employees' supervisors must approve the shift trade in writing, no supervisor will require, reward or otherwise compel employees to trade shifts. An employee may refuse to participate in any shift trade without explanation. Supervisors establish the employees' schedules to meet the needs of the Department and therefore, shift trading is exclusively for the employees' convenience.

A shift trade under this article results in one (1) employee working the shift of another employee or a portion thereof. Both employees will be paid their regular wages for the work-week in which the shift occurred. The employee working the extra shift will receive no overtime compensation for doing so. The employee whose shift was worked by another employee will not forfeit any compensation as a result of the trade.

Section E. SHIFT SCHEDULE

The City agrees to conduct a formal study with department administration and AFFA appointees to evaluate the 48/96 work schedule over the next 18 months. The parties agree to re-open discussions on this matter only within 30 days of March 1, 2016 (a window of time between January 31, 2016 through March 31, 2016). Measures and indicators will be developed during the study period for consideration during discussion as to whether a trial period for this work schedule is appropriate.

The parties acknowledge that this reopener does not obligate the City to change and/or modify any provisions of the MOU during the term of this MOU. Any changes/modifications to the MOU as a consequence of this reopener must be by mutual agreement. The failure to reach mutual agreement is not subject to the MOU grievance process; unfair labor practice proceedings before the Public Employment Relations Board; and/or proceedings in the Superior Court.

Article VII. LONGEVITY PAY

Longevity Pay will be implemented based on the following formula:

<u>Completed Years of Continuous Service</u>	<u>Amount Per Pay Period</u>
5 – 9 Years	\$42.02
10 – 14 Years	\$63.04
15 Years and beyond	\$84.06

The Longevity Pay benefit is effective the pay period an employee completes 5, 10, or 15 years of continuous employment with the City. The foregoing amounts shall be subject to applicable payroll deductions.

Article VIII. RETIREMENT

Section A. EMPLOYEES HIRED PRIOR TO JULY 1, 2011

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications of Firefighter, Firefighter Paramedic, Fire Engineer, and Fire Captain. The plan shall include the following options:

1. **3% at age 50** retirement formula (Government Code §21362.3);
2. Single highest year final compensation Government Code §20042);
3. Post Retirement Survivor Continuance;
4. Credit for unused sick leave (Government Code § 20965);
5. 1959 Survivors Benefit for which each employee contributes ninety-three cents (\$.93) per pay period.
6. Fourth level 1959 Survivors Benefit increased allowance (Government Code §21574);
7. Military service credit as public service option (Government Code § 21024). It is agreed and understood that the employee is responsible for paying for this benefit;
8. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service credit purchases;
9. Provided the employee signs a waiver releasing and holding the City harmless from any liability whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 Plan) towards the pre-tax payroll deduction plan for service credit purchases;
10. Special compensation items shall be reported to CalPERS in accordance with applicable law;
11. Employees agree to make contributions to offset a portion of the City's costs related to CalPERS retirement benefits. The

employee cost-sharing will be accomplished through pre-tax deductions in the manner contemplated by Government Code §20516(f). The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. The cost-sharing arrangement will be implemented as follows: employees will pay 9% of PERSable compensation to CalPERS retirement.

12. The City shall continue to pay the full cost of the employees' normal member contribution to CalPERS of 9% (EPMC) and shall continue to report that as additional compensation pursuant to Government Code §20636(c)(4). Further, said amount will be allocated to the employee's retirement account.
13. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), employees agree to cost-share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of .22%. the cost-sharing arrangement will be implemented as follows: employees will pay one and ten hundredths of a percent (.11%) of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay one and ten hundredths of a percent (.11%) of PERSable compensation to CalPERS retirement.

Section B. EMPLOYEES HIRED ON OR AFTER JULY 1, 2011 BUT BEFORE OCTOBER 9, 2011

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications of Firefighter, Firefighter Paramedic, Fire Engineer, and Fire Captain. The plan shall include the following options:

1. **3% at age 50** retirement formula (Government Code §21362.3);
2. Single highest year final compensation Government Code §20042);
3. Post Retirement Survivor Continuance;
4. Credit for unused sick leave (Government Code § 20965);
5. 1959 Survivors Benefit for which each employee contributes ninety-three cents (\$.93) per pay period.
6. Fourth level 1959 Survivors Benefit increased allowance (Government Code §21574);
7. Military service credit as public service option (Government Code § 21024). It is agreed and understood that the employee is responsible for paying for this benefit;
8. Employee will pay the full nine percent (9%) member contribution to CalPERS on a pre-tax basis via payroll deduction;
9. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service credit purchases;
10. Provided the employee signs a waiver releasing and holding the City harmless from any liability whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 Plan) towards the pre-tax payroll deduction plan for service credit purchases;
11. Special compensation items shall be reported to CalPERS in accordance with applicable law;
12. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), employees agree to cost-share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of .22%. the cost-sharing arrangement will be implemented as follows: employees will pay one and ten hundredths of a

percent (.11%) of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay one and ten hundredths of a percent (.11%) of PERSable compensation to CalPERS retirement.

Section C. EMPLOYEES HIRED ON OR AFTER OCTOBER 9, 2011 OTHER THAN NEW CALPERS MEMBERS

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications of Firefighter, Firefighter Paramedic, Fire Engineer, and Fire Captain. The plan shall include the following options:

1. **3% at age 55** retirement formula (Government Code §7522.25);
2. Three (3) year average final compensation period (Government Code §20037);
3. Post Retirement Survivor Continuance;
4. Credit for unused sick leave (Government Code §20965);
5. 1959 Survivors Benefit for which each employee contributes ninety-three cents (\$.93) per pay period;
6. Fourth level 1959 Survivor's Benefit increased allowance (Government Code §21574);
7. Military service credit as public service option (Government Code §21024). It is agreed and understood that the employee is responsible for paying for this benefit;
8. Employees will pay the full nine percent (9%) member contribution to CalPERS on a pre-tax basis via payroll deduction;
9. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service credit purchases;
10. Provided the employee signs a waiver releasing and holding the City harmless from any liability, whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 plan) towards the pre-tax payroll deduction plan for service credit purchases;
11. Special compensation items shall be reported to CalPERS in accordance with applicable law; and
12. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), employees agree to cost-share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost

of this optional benefit which was determined to be a total of .22%. the cost-sharing arrangement will be implemented as follows: employees will pay one and ten hundredths of a percent (.11%) of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay one and ten hundredths of a percent (.11%) of PERSable compensation to CalPERS retirement.

Section D. NEW CalPERS MEMBERS HIRED AFTER BETWEEN JANUARY 1, 2013 AND MARCH 31, 2014

The parties recognize that there is ongoing litigation in other jurisdictions regarding the impact of the PEPRA on prescribed retirement benefits for new hires set forth in a collective bargaining agreement in effect on or after January 1, 2013 when the PEPRA took effect. The issue in dispute is whether the employees hired during the term of such an existing agreement but after January 1, 2013 (the effective date of the PEPRA) are entitled to the "contracted for retirement benefits" or the PEPRA mandated retirement benefits.

The parties agree that employees hired between January 1, 2013 and the date the previous MOU between the parties expires (March 31, 2014) will initially be treated as if they were new hires in Section E. In the event that there is an applicable final court decision holding that similarly situated employees are entitled to the contracted for retirement benefits, the City shall rectify any PERS and payroll issues for the affected employees to allow the employees to receive the previously contracted for retirement benefits.

Section E. NEW CalPERS MEMBERS HIRED AFTER JANUARY 1, 2013

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications of Firefighter, Firefighter Paramedic, Fire Engineer, and Fire Captain. The plan shall include the following options:

1. 2.7% at age 57 retirement formula (Government Code §7522.25);
2. Three (3) year average final compensation period (Government Code §20037);
3. Post Retirement Survivor Continuance;
4. Credit for unused sick leave (Government Code §20965);
5. 1959 Survivors Benefit for which each employee contributes ninety-three cents (\$.93) per pay period;
6. Fourth level 1959 Survivor's Benefit increased allowance (Government Code §21574);

7. Military service credit as public service option (Government Code §21024). It is agreed and understood that the employee is responsible for paying for this benefit;
8. Employee will pay 50% of the normal cost, currently twelve percent (12%) member contribution to CalPERS on a pre-tax basis via payroll deduction (Government Code §7522.30)
9. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service credit purchases;
10. Provided the employee signs a waiver releasing and holding the City harmless from any liability, whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 plan) towards the pre-tax payroll deduction plan for service credit purchases;
11. Special compensation items shall be reported to CalPERS in accordance with applicable law; and
12. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), employees agree to cost-share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of .22%. the cost-sharing arrangement will be implemented as follows: employees will pay one and ten hundredths of a percent (.11%) of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay one and ten hundredths of a percent (.11%) of PERSable compensation to CalPERS retirement.

Article IX. RETIREE MEDICAL

Section A. RETIREE MEDICAL- EMPLOYEES HIRED PRIOR TO JULY 1, 2011

Tier 2 Retirees. For employee hired before July 1, 2011, and retiring from the City on or after January 1, 2012 ("Tier 2 Retirees"), the City agrees to provide a Premium Payment for the purpose of purchasing health coverage offered through CalPERS for the Tier 2 Retiree and his/her spouse in an amount not to exceed the monthly premium applicable to the coverage level for the retiree (i.e. Employee Only or Employee + spouse) in an amount not to exceed the 2012 PERS Choice plan* (*rates are determined by region or residence, Los Angeles Area rates for 2012: employee only \$505.63, employee + spouse \$1,011.26). The Premium Payment

shall be payable in the following form: (1) PEMHCA Minimum contribution payable directly to CalPERS, and (2) a reimbursement to the Tier 2 Retiree equal to the difference between the cost of plan in which the Tier 2 Retiree enrolls, subject to the foregoing cap, and the PEMHCA Minimum contribution ("Reimbursement"). If a retiree enrolls in a more expensive plan, he or she will be responsible for payment of any premium in excess of the capped amount. The reimbursement shall cease for the Tier II retiree upon eligibility for Medicare coverage, and the spousal reimbursement shall cease upon eligibility for Medicare coverage, or after 15 years, whichever occurs first.

Tier II Retirees must be "eligible retirees" in order to receive the benefits described in this paragraph.

1. An "eligible retiree" is a sworn unit member who retires on a service, disability, or industrial disability retirement and has 1,500 hours of accumulated sick leave at the date of retirement. An employee who has fewer than 1,500 hours of accumulated sick leave at the date of retirement may become eligible for coverage for the employee and spouse health insurance premium by paying the City an amount equal to his/her daily pay rate at the time of retirement times the number of days needed to meet the 1,500 hours of accumulated sick leave requirement. There are three (3) conditions for employees to be eligible to exercise this buyback provision:
 - a. The employee must be at least 50 years old;
 - b. The employee must have worked full-time continuously for the City of Arcadia for a minimum of 15 years; and
 - c. The employee is limited to purchasing a maximum of 500 hours of sick leave; provided, however, upon verification of information from a qualified medical provider that an employee has substantially depleted the employee's sick leave accrual due to an absence or absences caused by a serious illness or injury suffered by the employee or a family dependent living in the employee's household, this purchase limitation of 500 hours will be excused.
2. 40-Hour Week Schedule. A unit member assigned to a 40-Hour week schedule who retires on a service, disability, or industrial disability retirement and has 1,000 hours of accumulated sick leave at the date of retirement, is also an "eligible retiree." An employee in the 40-hour week who has fewer than 1,000 hours of accumulated sick leave at the date of retirement may become eligible for coverage for employee and spouse health insurance premium by paying the City an

amount equal to his/her hourly pay rate at the time of retirement times the number of hours needed to meet the 1,000 hours of accumulated sick leave requirement. There are three (3) conditions for an employee assigned to a 40 hour workweek to be eligible to exercise this buyback provision:

- a. The employee must be at least 50 years old;
- b. The employee must have worked full-time continuously for the City of Arcadia for a minimum of 15 years; and
- c. The employee is limited to purchasing a maximum of 350 hours of sick leave; provided, however, upon verification of information from a qualified medical provider that an employee has substantially depleted the employee's sick leave accrual due to an absence or absences caused by a serious illness or injury suffered by the employee or a family dependent living in the employee's household, this purchase limitation of 350 hours will be excused.

In addition, the eligible employee must apply prior to retirement for such coverage through the City's Human Resources Division. The Association shall notify the City's Human Resources Division in the event of the death of a retired member.

In order to be eligible for retiree health coverage, the employee, and if applicable, the employee's spouse, must be enrolled in a City-sponsored health plan as of the retiree's last day of work and maintain eligibility to continue in the CalPERS Health Program as stipulated by the Health Program.

Section B. RETIREE MEDICAL- EMPLOYEES HIRED ON OR AFTER JULY 1, 2011

Tier 3 Retirees. For employees hired on or after July 1, 2011 that retire from the City and who remain enrolled in a CalPERS health plan after retirement (Tier 3 Retiree), the City will pay no more than the PEHMCA Minimum contribution. Tier 3 Retirees shall not be reimbursed or otherwise receive payment from the City for health insurance premiums in excess of the PEMHCA Minimum contribution.

ARTICLE X. HEALTH, DENTAL, VISION, LIFE INSURANCE, AND DEFERRED COMPENSATION

Section A. CONTRIBUTIONS

The City shall provide regular full-time employees in a classification represented by this Agreement with the following contributions:

1. CalPERS Health Program. The City will contribute the minimum employer contribution required pursuant to Government Code §22892(b) ("Minimum Contribution") per month per employee for health insurance.
2. Dental Insurance – mandatory enrollment. The City will contribute the employee only cost for DeltaCare USA insurance per month ("Dental Contribution") toward one of two dental plans. Additional coverage may be purchased through the Optional benefits allocation.
3. Optional Benefits. Subject to the limits set forth herein, the City shall contribute the remaining amount of employee's health and dental insurance benefit allowance through a contribution to an Internal Revenue Code §125 Cafeteria Plan as follows:
 - a. Single employees without dependents, hereinafter referred to as "Employee Only," shall receive a contribution from the City, inclusive of the Minimum Contribution and Dental Contribution, toward the cost of premiums not to exceed \$553/month.
 - b. Employees with one qualified dependent hereinafter referred to as "Employee + 1" shall receive a contribution from the City, inclusive of the Minimum Contribution and Dental Contribution, towards the cost of premiums not to exceed \$879/month.
 - c. Employees with two or more qualified dependents, hereinafter referred to as "Family," shall receive a contribution from the City, inclusive of the Minimum Contribution and Dental Contribution, towards the cost of premiums not to exceed \$1,085/month.

For example, an employee shall receive a monthly contribution from the City as follows:

	<u>Employee Only</u>	<u>Employee + 1</u>	<u>Family</u>
PEMHCA minimum	\$119.00*	\$119.00*	\$ 119.00*
Minimum Dental	\$ 16.93*	\$ 16.93*	\$ 16.93*
Optional Benefits	\$417.07	\$743.07	\$ 949.07
Total	\$553.00	\$879.00	\$1,085.00

* Numbers used in this example are 2014 rates.

For the duration of this Agreement, the City will not reduce the benefit allowance amounts stated in this MOU, nor will they pay less than the minimum contributions outlined in this section.

If the premium cost of the health and dental plans in which an employee enrolls exceeds the City's benefit contribution, the employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City. The employee shall forfeit any balance should the City's contribution exceed the cost of the premium.

The employee's exercise of the option to use the difference toward dependent health coverage is subject to the conditions controlling enrollment periods and eligibility established by the respective plans or carriers.

Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth and/or adoption certificates.

4. Life Insurance. The City shall provide a \$25,000 life insurance/\$50,000 accidental death and dismemberment benefit for eligible employees.

The City agrees to pay up to \$10,000 for funeral expenses for members killed in the line of duty or work related death within five (5) years after retirement.

5. Vision Plan. The City shall provide each employee with a vision plan, with the City paying the premium in fiscal years FY14-15 through FY17-18. The vision plan will be Vision Service Plan, Option B. The City will pay the premium up to the cost of the family plan.

6. Deferred Compensation. During the term of this agreement, the City shall contribute to each employee's IRC 457 Deferred Compensation Account in the following amounts:

\$33.35 per pay period starting April 1, 2014;

\$66.70 per pay period starting July 1, 2015; and

\$100.05 per pay period starting July 1, 2016 and to continue indefinitely unless otherwise amended through labor negotiations.

It is understood by the parties that deferred compensation contributions are paid over 24 pay periods each calendar year.

Article XI. DISABILITY INCOME INSURANCE

The City does not contribute to disability income insurance for represented employees. The Association agrees to purchase its own disability insurance through payroll deductions.

ARTICLE XII. UNIFORMS

Section A.

The initial supply of uniforms is: 4 pair of work pants, 3 work shirts, 1 belt, 1 belt buckle, 2 pair of work boots, badge, and a work jacket.

The Captain class "A" uniform includes: 1 pair of dress pants, a Double Breasted jacket, white long sleeve shirt, tie, billed hat and dress badge

The Firefighter, Firefighter/Paramedic and Fire Engineer class "A" uniform includes: 1 pair of dress pants, 1 dress shirt, tie, billed hat and dress badge.

The above items are supplied upon employment to all personnel and Captain class "A" uniform immediately following promotion.

Section B.

There shall be a Uniform Replacement Program for the following items:

1. Shirts
2. Trousers
3. Work Jacket

The program shall be administered by, and at the discretion of the City, for the purpose of providing replacement of worn items only.

Section C.

The City of Arcadia shall set standards for footwear in the Arcadia Fire Department. The City shall provide a safety boot for each member of the Fire Department who is involved in the suppression of fires. This boot will be required footwear for the department. The total cost of the safety boot shall be borne by the City. Increases in cost for the safety boot shall also be absorbed by the City. The only footwear cost the City will pay is for the safety boot. Responsibility for standards of footwear is the City's alone.

Section D.

Upon termination of employment the employee shall turn in all current uniforms issued in his/her possession, or shall have a dollar amount equal to the lost uniforms' cost deducted from the employee's final check.

Section E.

The City shall report **\$25.19** per pay period to CalPERS as special compensation for department issued uniforms.

Article XIII. TUITION LOAN/REIMBURSEMENT

Employees shall be eligible for tuition advancement or reimbursement who have completed at least one probationary period in the Classified Service, or one year of continuous service if employment is "at-will," subject to the conditions below. To qualify for tuition advancement/reimbursement, a Tuition Loan/ Reimbursement Form must be submitted and pre-approved by the employee's Department Head and Human Resources Administrator, before the course(s) begin.

Tuition loan or reimbursement shall only be for courses, specialized training, or degree programs "job-related" that are directly related to the employee's position as determined by the City Manager or designee.

The Tuition Loan/Reimbursement Program will operate on a fiscal year basis (July 1 through June 30) and shall be subject to the availability of funds as determined by the City. The maximum loan or reimbursement amount shall be **\$4,126** for undergraduate courses and **\$5,062** for graduate courses. Eligible fees include tuition, on campus parking fees and textbooks. All other fees are subject to approval by the City. School supplies are not reimbursable.

All course work must be completed while employed by the City of Arcadia with a passing grade of "C" or equivalent when numerical score or pass/fail grade is given. If the employee either does not receive a "C" or better or for any reason does not finish the class, the advance is due and payable.

Any employee who shall voluntarily retire or terminate employment or be terminated for disciplinary cause within one year from the completion of a class or classes shall refund all tuition paid under this provision for those specific classes unless they were required to attend by the appointing power. An employee who separates employment and who received tuition advancement and did not complete a class or classes within one (1) year from the advancement, shall refund all tuition advanced and be subject to the provisions outlined in the Advanced Tuition Participation and Loan Agreement. Employees who retire on a Disability or Industrial Disability Retirement, or are laid off shall not be required to refund tuition fees.

The City reserves the right to investigate any school and approve or disapprove it for advancement or reimbursement if such action appears warranted. Courses must be taken at an accredited education institution, which is defined as any college or university which has been accredited by a recognized government or professional accrediting body (as determined by the City). Additionally, the City reserves the right to deny any course(s), specialized training or degree programs determined by the City Manager to be non-job related.

Article XIV. LEAVES

In accordance with the current Personnel Rules and Regulations of the City of Arcadia, all leaves for classifications represented by this Agreement shall be provided for as follows:

Section A. POWER TO GRANT LEAVES

Upon the written request of an employee stating the reasons therefore, the appointing power with the approval of the City Manager shall have power to grant leaves of absence with or without pay subject to the following restrictions:

1. Length. Leave of absence without pay may be granted for a period not to exceed one (1) year with the exception that military leaves may be granted for the duration of a war or national emergency or as required by the Military and Veterans' code.
2. Reason. A leave of absence may be granted an employee, provided he/she meets all other requirements set forth in this rule, who desires to attend school or college or to enter training to improve the quality of his/her service, who enters military service of the United States, who is temporarily incapacitated by illness, or who presents some other reasons equally satisfactory.

3. Right to Return. The granting of a leave of absence without pay confers upon the employee the right to return to his/her classification before or at the expiration of his/her leave of absence. Therefore, a leave of absence shall be granted only to an employee who intends to return to his classification with the City.
4. Service Record. No request for leave of absence will be considered unless the employee presenting the request has a satisfactory service record.

An employee granted a leave of absence may be required by the appointing power or the City Manager to successfully pass a medical examination prior to being allowed to return to work.

The granting of a leave of absence of thirty (30) days or less, with or without pay, shall not constitute an interruption of service within the meaning of this subsection. The granting of a leave of absence with or without pay of more than thirty (30) days shall constitute an interruption of service unless, in the action granting such leave of absence, it is provided that such leave of absence shall not constitute an interruption of service.

Section B. MILITARY LEAVE

Any employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Navy Militia shall be entitled to a temporary military leave of absence as provided by applicable Federal law and applicable California State law.

To be eligible for paid leave for thirty (30) calendar days of active military training, an employee must have been employed by the City for a period of not less than one (1) year immediately prior to the day on which the leave of absence begins. If the employee has not been employed for a period of one year, the leave shall be granted without pay. Pay shall not exceed thirty (30) calendar days in any one (1) fiscal year.

An employee on paid military leave shall continue to accrue vacation, sick leave, seniority and/or holiday in the same manner as the employee would have, had the employee been in a work status.

To be eligible to receive the leave, an employee must submit a request in writing with a copy of his/her military orders to his/her immediate supervisor for processing.

Military and Veteran's Code §§395, 395.01(a), 564 and 566 set forth provisions for state military reserve personnel employed by public employers are statutorily entitled to up to 180 days of temporary military leave for active duty activities with up to 30 days of paid military leave each fiscal year. When placed on state active duty this is ordered active duty, which entitles the employee to paid military leave.

State military reserve personnel also generally have a right to extended leaves of absence and a right to re-employment after lengthy periods of ordered duty when called to active duty in certain emergency circumstances and public employees are entitled to receive their pay from their public employer for the first thirty (30) days of that period of active military and veteran's code §§143, 146, 395, 395.05, 395.06 and 566.

Before leaving for an extended leave (181 days or more), the employee must notify the city of his or her intention to return to work upon the completion of the active duty service. Employees will have ninety (90) days from completion of extended active service to report back to work to resume their duties, must submit to the City a copy of the honorable discharge papers, and pass a medical exam.

Additional military leave provisions were adopted by Council on November 20, 2001, in Resolution 6268. For military leave covered by this Resolution, the City will maintain the difference between the employee's City salary and benefits of the employee while on active military duty.

Although a military leave of absence is not considered a break in service in relation to seniority, if the employee wishes to have their extended military service time credited toward CalPERS, the employee may buy back credit for their leave of absence for active military service through CalPERS as CalPERS has determined that payments while on such service are not reportable for retirement purposes.

This leave provision does not apply to employees who are drafted or receive orders to military duty for periods longer than 180 calendar days. Employee's rights to return to vacant positions after an absence that exceeds 180 calendar days shall be governed by the applicable Federal and State law.

Section C. VACATION LEAVE

1. Employees assigned to a 24 hour shift schedule in the classification of Firefighter, Firefighter Paramedic, Fire Engineer and Fire Captain with the exception of temporary appointments, shall accumulate vacation leave beginning with the first full pay period of employment, at the rate of 7.384 hours per pay period during the first five years of continuous full time employment with the City (8.0 shifts per year); at the rate of 8.307 hours per pay period between the employee's fifth and tenth anniversary date of continuous full-time employment; at the rate of 10.153 hours per pay period between the employee's tenth and fifteenth anniversary date of continuous full time employment; and at the rate of 11.076 hours per pay period after the completion of fifteen years of continuous full time employment with the City (12 shifts per year). For employees assigned to 24 hour shifts, a "day" means 12 hours or one-half (1/2) shift.
2. Sworn employees assigned to a 40 hour week schedule, with the exception of temporary appointments, shall accumulate vacation with pay beginning with the first full pay period of employment at the rate of 4.61 hours per pay period during the first ten years of continuous full time employment with the City and at the rate 6.77 hours per pay period after the completion of ten years of continuous full time employment with the City.
3. Accumulated vacation leave shall be granted at the discretion of the appointing power.
4. Vacation may not be accumulated beyond the amount accumulable for a sixty-five (65) periods. Once an employee has accumulated this amount, no more vacation will be accrued by the employee until the employees' accrual has been reduced below this maximum amount.
5. When through work circumstances and needs of the job, an employee has been unable to utilize vacation time and this has not been a pattern or practice for that employee, the City Manager for good cause may approve excess accumulated vacation, provided the employee reduces this total below the allowable maximum within six (6) months.

6. An employee who has previously requested and was granted approval of vacation leave for use during the last three (3) months of the calendar year and is unable to utilize such leave because of the City's cancellation of leave shall be allowed to carry over the excess leave time into the next three (3) months of the new calendar year, if rescheduling of the vacation leave is not possible.
7. Upon termination, vacation used shall be pro-rated against vacation earned. Every City employee who leaves the City employ for any reason shall be granted all accumulated vacation or shall be paid therefore at his/her rate of compensation applicable at the time he/she leaves the City employ. If an employee works more than 50% of the pay period, the employee shall receive credit for 50% of that pay period's vacation.
8. Every City employee who leaves the City employ for any reason shall be granted all accumulated vacation or shall be paid therefore at his/her rate of compensation applicable at the time he/she leaves the City employ. If an employee works 50% of the pay period, the employee shall receive credit for that pay period's vacation accrual. In an employee works less than 50% of the pay period, the employee accrues nothing.

Section D. SICK LEAVE

1. All employees in classifications represented by this Agreement with the exception of temporary appointments, shall accrue sick leave beginning with the first full pay period of employment on the basis of 5.54 hours for each pay period of service completed with the City (6 shifts per year).
2. Sworn employees may accumulate up to a maximum of 2,100 hours of sick leave. For employees assigned to 24 hours shifts, a "day" means 12 hours or one half (1/2) shift.
3. Sick leave means authorized absence from duty of an employee who is temporarily disabled and unable to work due to a medical condition or due to a scheduled medical or dental appointment during regular working hours. Every effort shall be made to schedule appointments during non-working hours.

4. Sick leave may be used by an employee when their attendance upon a member of the employee's family dependent who is seriously ill and requiring the care and attendance of such employee. Sick leave may also be used when the employee's family dependent requires the employee's presence at the dependents medical or dental appointment during regular working hours. Every effort shall be made to schedule appointments during non-working hours.
5. Family dependents shall include only dependents currently residing in the employee's household, or the employee's minor children.
6. Sick leave may be used by an employee in accordance with paragraph 2 and 3 above. Any employee when off-duty as a result of personal or family illness shall report the fact immediately to his/her supervisor, or to the officer then in charge at the department, giving the nature of the illness or circumstances relative to his/her absence.
7. While absent from duty because of sickness or disability, he/she shall remain at his/her residence or place of confinement unless otherwise authorized by a physician or his/her supervisor.
8. The term "immediately" means that the employee or someone acting for the employee, shall notify the department as soon as it becomes apparent that the employee will not be able to report for duty.
9. Proof Of Illness. The Fire Chief and the City Manager may require evidence of the reason for any employee's absence during the time for which sick leave is requested. If the employee fails to provide such evidence as required by the Fire Chief and within the time limit specified by the department, the absence will be charged to leave without pay.
10. Denial. The Fire Chief and City Manager may deny or revoke sick leave if the illness or injury for which it is taken is caused or substantially aggravated by compensated outside employment.

11. Upon separation from the City of Arcadia, an employee who works 50% of the final pay period, shall receive credit for that pay period's sick leave accrual. If an employee works less than 50% of the pay period, the employee accrues nothing.

Section E. BEREAVEMENT LEAVE

An employee represented by this Agreement, with the exception of temporary appointments, may be granted a leave of absence with pay upon approval of the Fire Chief and the City Manager at the time of death, or where death appears imminent, in the immediate family, defined as the spouse, the employee's or employee's spouse's mother, stepmother or father, stepfather, brother or sister or step sibling, child or stepchild, grandparents, grandchildren, or any relative of the employee or employee's spouse residing in the same household. Such leave, up to a maximum of four (4) working days at one time (or six (6) working days if travel outside of the following Counties is required: Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, San Luis Obispo and Ventura), shall not be charged against sick or other leave. If over four (4) working days of such leave is granted at one time, or over six (6), if applicable, that amount over four (4) or six (6) days shall be charged against sick or other leave. For employees assigned to 24 hours shifts, a "day" means 12 hours or 1/2 shift.

Section F. WORKERS' COMPENSATION

In those instances where an employee of the City of Arcadia is injured on duty and the injury or illness is so recognized by the Workers' Compensation Act of California, by the City of Arcadia or the Workers' Compensation Appeals Board, such employee shall be paid a combination of salary and Worker' Compensation equal to his/her regular salary rate for such time as he/she is absent from duty because of such injury or illness up to a maximum of one (1) year from and after date of such injury or illness. Lost time due to an injury or illness on duty shall not be charged against an employee's accumulated sick leave. Pursuant to the Internal Revenue Code, Section 104 (a) (1), Workers' Compensation benefits are not taxable income.

Section G. HOLIDAYS

Employees in the classifications of Firefighter, Firefighter Paramedic, Fire Engineer and Fire Captain shall be allowed the following holidays with full pay:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Admission Day
President's Day	Columbus Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

Section H. JURY LEAVE

When a City employee is called or required to serve as a juror, attendance shall be deemed a leave of absence with full pay not to exceed 10 days per year. For each day the employee receives jury leave pay, the employee shall remit to the City all fees received except mileage.

Section I. WITNESS LEAVE

An employee who is subpoenaed or required to appear in Court as a witness shall be deemed to be on a leave of absence. With approval of the appointing power and City Manager, the employee may be granted leave with pay during the required absence. The employee shall remit to the City all fees received except mileage.

A paid leave of absence shall not be granted for time spent in Court on personal cases.

Section J. UNAUTHORIZED ABSENCE

Unauthorized leaves of absence are cause for immediate dismissal.

Section K. UNION LEAVE

Upon approval of the Fire Chief, AFFA board members or their designees may be granted time off with pay to attend conferences, meetings, or other union business.

Article XV. PROBATIONARY PERIOD

Section A.

The probationary period is part of the examination process. It is a work-test period during which the employee's performance and conduct on the job are evaluated to determine whether or not the employee is fully qualified for permanent appointment.

During the probationary period, a probationer may be released, or demoted if permanent status is held in a lower classification, without the right of appeal, if the appointing power deems the probationer unfit or unsatisfactory for service.

When an acting assignment is made, it must be given to a member who meets the current minimum qualifications for the position and has been placed on a current eligibility list. In the absence of a current eligibility list, the acting assignment shall be given to a member who meets the current minimum qualifications and has been placed on an eligibility list for the assigned position in the past. Before an eligible candidate is to be placed in an acting position, the current vacancy shall remain open for a period of no less than six (6) shifts.

Time worked in an acting position will not count as time worked on probation if a probationary appointment is made. All probationary periods will be twelve (12) months.

Section B.

All eligible candidates appointed to a position from an open competitive examination and who are not currently employed in a permanent position shall be on probation for twelve (12) months before attaining permanent status.

Section C.

Eligible candidates appointed from a promotional list shall be on probation for twelve (12) months before attaining permanent status.

Section D.

Probationary period may be extended for a one six (6) month period with the approval of the Human Resources Administrator.

Article XVI. EMT-1 CERTIFICATION

All members of the unit shall, at a minimum, maintain an EMT-1 Certification, or equivalent, with appropriate accreditations through the County and State and recertify every two (2) years. Training and recertification classes shall be conducted on City time. Failure to obtain the certification or to recertify is cause for progressive disciplinary action.

Article XVII. NO SMOKING POLICY

In recognition of the health hazards arising from the use of tobacco products, the parties agree that as a condition of employment, all unit members hired after July 1, 1991 shall sign individual agreements that the employee shall refrain from smoking, chewing or otherwise using tobacco products such as, but not limited to, cigarettes, cigars, pipe tobacco, chewing tobacco or snuff.

An employee who fails to comply with the Agreement shall receive a written warning for the first offense, two (2) shifts off without pay for the second offense and shall be discharged for the third offense.

Article XVIII. RESPONSE TIME

Due to the emergency requirements of prompt response time, all members of the unit are expected to return to work as soon as possible when required to respond to local emergencies. Employees shall be required to make themselves available to emergency recall response within twelve (12) hours of notification.

Article XIX. STAFFING

Section A. DAILY STAFFING LEVELS

During the course of this contract, the minimum daily staffing of fire suppression personnel shall be seventeen (17) and shall consist of:

Battalion 105..... Fire Battalion Chief
Engine 105..... Fire Captain, Fire Engineer, and Firefighter
Engine 106..... Fire Captain, Fire Engineer, and Firefighter
Engine 107..... Fire Captain, Fire Engineer, and Firefighter/
Paramedic
Truck 105..... Fire Captain, Fire Engineer, and Firefighter
Rescue Ambulance 105.... Two (2) Firefighters/Paramedics
Rescue Ambulance 106.... Two (2) Firefighters/Paramedics

Notes:

1. At the discretion of the Fire Chief or designee, E107 may be staffed with a Firefighter in lieu of a Firefighter/Paramedic on a temporary basis to meet the needs of the department.
2. Management reserves the right, in the event of a disaster or operational crisis, to staff the above positions in acting capacities on a temporary basis.

Section B. **STRIKE TEAM REST PERIOD**

Upon returning from a strike team deployment it will, when deemed necessary, be mutually agreed upon by both the company officer and the duty chief to grant a period of rest. During this period members will be excluded from training, daily duties, and other activities in order to be mentally and physically ready to complete their shift.

Article XX. WELLNESS PROGRAM

During the term of this Agreement, the City agrees to implement a Wellness Program that includes a comprehensive fitness evaluation and lecture series provided by Santa Ana College Fire Technology Department at a cost not to exceed \$14.20 per employee/year.

Article XXI. EMPLOYEE GRIEVANCES

Section A. **DEFINITIONS**

1. "Grievance." A grievance is an allegation by an employee(s) of a misinterpretation or misapplication of any express provision of the applicable Memorandum of Understanding or Personnel Rules and Regulations where there is no other specific method of review provided by City law.
2. "Grievant." An employee or group of employees in the classified service adversely affected by an act or omission by the City allegedly in violation of an express provision of the Memorandum of Understanding or Personnel Rules and Regulations.
3. "Department Administrator." The Department Head or designee.
4. "Work Day." A work day is any day the City offices are regularly open for business.

Section B. **EXCLUSIONS FROM THE GRIEVANCE PROCEDURE**

The procedure is not to be used for the purpose of changing wages, hours and working conditions.

The procedure is not intended to be used to challenge the content of employee evaluations or performance reviews.

The procedure is not intended to be used to challenge a reclassification, layoff, transfer, denial of reinstatement, or denial of a step or merit increase.

The procedure is not intended to be used in cases of oral or written reprimand, demotion, suspension or removal.

The procedure is not to be used to challenge violation of law or past practice unless the rules or MOU expressly refer to same.

The procedure is not to be used to challenge examinations or appointment to positions.

Section C. TIMELINESS

The grievance must be filed by the employee within the timelines set forth herein. Failure of the employee to file the initial grievance or process the grievance from one level to another in a timely manner is a forfeiture of the grievance and the grievance will not be processed further.

If the City fails to respond in a timely manner, the employee may proceed to the next level.

Section D. EMPLOYEE REPRESENTATION

The employee may be represented by a person of his/her choice to prepare and present the grievance. The employee may use a reasonable amount of released time to process the grievance. The release time must be approved by the Department Head.

Section E. INFORMAL GRIEVANCE PROCEDURE

Within fifteen (15) working days following the event, or within fifteen (15) working days after the employee should reasonably have known of the event, the employee should attempt to resolve the grievance on an informal basis by discussion with his/her immediate supervisor.

Section F. FORMAL GRIEVANCE PROCEDURE

1. **First Level of Review: Next-Level Supervisor.** If the employee is not able to resolve the grievance after discussion with his/her immediate supervisor, within ten (10) working days after the informal discussion with the immediate supervisor, the employee shall present the grievance in writing to the next-level supervisor on the official City grievance form setting forth the following information:

- a. The specific section of the rules or MOU allegedly violated.
- b. The specific act or omission which gave rise to the alleged violation.
- c. The date or dates on which the violation occurred.
- d. Documents, witnesses or evidence in support of the grievance.
- e. The resolution of the grievance at the informal stage.
- f. The remedy requested.

A copy of the grievance shall be provided to the Human Resources Division of the Administrative Services Department concurrently with presentation to the immediate supervisor.

The next-level supervisor shall render a decision in writing, on the grievance form, within ten (10) working days after receiving the grievance.

2. **Department Head Review.** If the employee does not agree with the decision of the next-level supervisor, within ten (10) working days after receiving the next-level supervisor's decision or twenty (20) days from the date the next-level supervisor received the grievance but failed to issue a decision, the employee shall present the grievance in writing, on the grievance form, to the Department Head.

The Department Head may require the employee and the immediate supervisor to attend a grievance meeting. The Department Head shall communicate a decision in writing within ten (10) working days of receiving the grievance or within ten (10) working days of holding a grievance meeting whichever is longer.

3. **Human Resources Administrator.** If the employee is not in agreement with the decision reached by the Department Head, within ten (10) working days after receiving the Department Head's decision or twenty (20) days from the date the Department Administrator received the grievance but failed to issue a decision, the employee shall present the grievance in writing to the Human Resources Administrator on the official City grievance form.

The Human Resources Administrator may require the employee and the immediate supervisor to attend a grievance meeting. The Human Resources Administrator shall communicate a decision in writing within ten (10) working days of receiving the grievance or the holding of a grievance meeting whichever is longer.

4. **Human Resources Commission.** If the employee is not in agreement with the decision of the Human Resources Administrator or if the Human Resources Administrator has failed to respond, the employee shall present the grievance to the Human Resources Commission within ten (10) working days from the date of receipt of the Human Resources Administrator's decision or twenty (20) days from the date the Human Resources Administrator received the grievance but failed to issue a decision.

Section G. APPEAL TO HUMAN RESOURCES COMMISSION

1. **Scheduling of Hearing.** Upon receipt of the request for an appeal, the City shall, within thirty (30) days, transmit the appeal to the Human Resources Commission. The Commission shall schedule a hearing. The appeal hearing shall be set not less than twenty (20) working days nor more than sixty (60) working days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing at least ten (10) working days prior to the hearing.
2. **Public Hearings.** All hearings shall be open to the public.
3. **Pre-Hearing Procedure**
 - a. Subpoenas. The Human Resources Commission is authorized to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the Commission only for good cause. Each party will prepare their own subpoenas and present them to the Human Resources Division of the Administrative Services Department and the other party. The Human Resources Division of the Administrative Services Department will issue the subpoenas. The Human Resources Division of the Administrative Services Department will serve subpoenas for current City employees. It will be the responsibility of the employee or the City to serve subpoenas on individuals who are not currently employed by the City. It will be the responsibility of the employee and the City to submit the written request for subpoenas at least ten (10) working days before the date of the hearing.
 - b. Exhibits and Witness Lists. Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit, to the Human Resources Division of the Administrative Services Department, a list

of all witnesses and a list and copy of all exhibits. An original and nine (9) copies of the exhibits shall be presented to the Human Resources Division of the Administrative Services Department in 3 hole notebooks which are tabbed down the side with the exhibit numbers. The employer's exhibits shall be designated by number. The employee's exhibits shall be designated by alphabetical letter. Neither party will be permitted to call during the hearing, a witness not identified pursuant to this section nor use any exhibit not provided pursuant to this section unless that party can show that they could not reasonably have anticipated the prior need for such witness or such exhibit.

c. Statement of Issues. Five (5) working days prior to the date set for the hearing, each party shall submit to the Human Resources Division of the Administrative Services Department a Statement of Issues.

4. **Submission to the Human Resources Commission.** Five (5) working days prior to the date set for the hearing, the Human Resources Division of the Administrative Services Department shall present each member of the Human Resources Commission with a copy of the jurisdictional documents. Those documents include the grievance documents at each level and the responses to the grievance.
5. **Payment of Employee Witnesses.** Employees of the City who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. The Commission may direct that these employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify, unless the City agrees to a different arrangement.
6. **Conduct of the Hearing.** The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth.

Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence that shall

not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.

Irrelevant and unduly repetitious evidence may be excluded.

The Human Resources Commission shall determine relevancy, weight and credibility of testimony and evidence. Decisions made by the Commission shall not be invalidated by any informality in the proceedings.

During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

The Human Resources Commission may conduct the hearing or delegate evidentiary and/or procedural rulings to its legal counsel.

7. **Burden of Proof.** In a grievance appeal the grievant has the burden of proof by preponderance of the evidence.
8. **Proceed with Hearing or Request for Continuance.** Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated. Any request for a continuance must be made in writing and submitted prior to the hearing to all parties. Before requesting a continuance, the moving party shall contact all parties to determine if there is any opposition to the continuance and shall state in its request if there is opposition.
9. **Testimony under Oath.** All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The chairperson will request the witnesses to raise their right hand and respond to the following:

"Do you swear that the testimony you are about to give at this hearing is the truth, the whole truth and nothing but the truth?"
10. **Presentation of the Case.** The hearing shall proceed in the following order unless the Human Resources Commission for special reason, directs otherwise:

The Human Resources Chair shall announce the issues after a review of the statement of issues presented by each party.

The grievant (employee) shall be permitted to make an opening statement.

The respondent (City) shall be permitted to make an opening statement, or reserve an opening statement until presentation of its case.

The grievant shall produce his/her evidence.

The respondent may then offer its evidence.

The grievant followed by the respondent may offer rebutting evidence.

Closing arguments shall be permitted at the discretion of the Human Resources Commission. The party with the burden of proof, shall have the right to go first and to close the hearing by making the last argument. The Commission may place a time limit on closing arguments. The Commission or the parties may request the submission of written briefs. After the request for submittal of written briefs, the Commission will determine whether to allow the parties to submit written briefs and determine the number of pages of said briefs.

11. **Procedure for the Parties.** The party representing the department and the party representing the employee will address their remarks, including objections, to the Chair of the Human Resources Commission. Objections may be ruled upon summarily or argument may be permitted. The Chair reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the representatives shall continue with the presentation of their case.
12. **Right to Control Proceedings.** While the parties are generally free to present their case in the order that they prefer, the Chair reserves the right to control the proceedings, including, but not limited to, altering the order of witnesses, limiting redundant or irrelevant testimony, or by the direct questioning of witnesses.
13. **Hearing Demeanor and Behavior.** All parties and their attorneys or representatives shall not, by written submission

or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or members of the Commission.

14. **Deliberation Upon the Case.** The Commission will consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in reaching their decision. The Commission may deliberate at the close of the hearing in closed session or at a later fixed date and time not to exceed ten (10) working days.
15. **Recommended Decision.** The Human Resources Commission shall render its recommendations as soon after the conclusion of the hearing as possible, and no event, later than ten (10) working days after concluding the hearing, unless otherwise stipulated to by the parties. The recommended decision shall include an explanation of the basis for the decision.

The Human Resources Commission shall not be polled as to their decision by the grievant or the grievants counsel.

16. **Recommendation to the City Manager.** The decision of the Human Resources Commission is advisory to the City Manager. The proposed decision shall be provided to the grievant and the City Manager.

Either the employee or the department may file a written appeal to the proposed decision, by filing exceptions thereto with the Human Resources Administrator within ten (10) days of receipt of the Commission's recommended decision.

The party desiring to contest the recommended decision of the Commission may also request a transcript for review by the City Manager within ten (10) working days of the Commission's decision. If the appealing party requests a transcript, that party shall pay the cost of the transcript.

17. **Final Action by City Manager.** Within ten (10) working days of the filing of exceptions, or within ten (10) days of receipt of the transcript, the City Manager shall review the decision of the Commission, any exceptions filed, and a record, if one is requested. The decision of the City Manager shall be final. The decision shall be transmitted to the employee and to the Department Head.

ARTICLE XXII. FULL UNDERSTANDING

Section A.

This Memorandum of Understanding contains all the covenants, stipulations and provisions agreed upon by the parties and any other prior existing understanding or Agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is the intent of the parties that this Agreement be administered in its entirety in good faith during its full term. The Association recognizes that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the unit, and the City, upon request, agrees to meet and confer with the Association over matters within the scope of representation.

For the life of this Agreement it is agreed and understood that the Association hereto voluntarily agrees that the City shall not be required to meet and confer with respect to any subject or matter whether referred to or covered in this agreement or not during the term of this Agreement. The parties agree and understand that any Section of this MOU may be reopened by mutual consent.

Section B.

The parties have caused this Memorandum of Understanding to be executed this 3rd day of December, 2013.

ARCADIA FIREFIGHTERS ASSOCIATION

CITY OF ARCADIA



Tom Devlin
President



Dominic Lazzaretto
City Manager

2014-2018 NEGOTIATION TEAMS

AFFA NEGOTIATING TEAM

Jeff Bird, Firefighter/Paramedic
Thomas Devlin, Fire Captain
Chen Suen, Fire Captain
John Twitchell, Fire Captain

CITY REPRESENTATIVES

Jason Kruckeberg,
Assistant City Manager/
Development Services Director
Hue Quach,
Administrative Services Director

Kurt Norwood, Deputy Fire Chief
Heather McDowell,
Sr. Human Resources Analyst

CITY OF ARCADIA SALARY RANGE
APRIL 1, 2014 TO JUNE 30, 2015
AFFA - 2% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
67F	Firefighter	\$5,507	\$5,646	\$5,785	\$5,930	\$6,080	\$6,231	\$6,386	\$6,545	\$6,711	\$6,878
68F	Firefighter AA	\$5,646	\$5,785	\$5,930	\$6,080	\$6,231	\$6,386	\$6,545	\$6,711	\$6,878	\$7,049
69F	Firefighter BA	\$5,785	\$5,930	\$6,080	\$6,231	\$6,386	\$6,545	\$6,711	\$6,878	\$7,049	\$7,225
70F		\$5,930	\$6,080	\$6,231	\$6,386	\$6,545	\$6,711	\$6,878	\$7,049	\$7,225	\$7,405
71F		\$6,080	\$6,231	\$6,386	\$6,545	\$6,711	\$6,878	\$7,049	\$7,225	\$7,405	\$7,592
72F		\$6,231	\$6,386	\$6,545	\$6,711	\$6,878	\$7,049	\$7,225	\$7,405	\$7,592	\$7,782
73F		\$6,386	\$6,545	\$6,711	\$6,878	\$7,049	\$7,225	\$7,405	\$7,592	\$7,782	\$7,978
74F	Fire Engineer Fire Paramedic	\$6,545	\$6,711	\$6,878	\$7,049	\$7,225	\$7,405	\$7,592	\$7,782	\$7,978	\$8,178
75F	Fire Engineer AA Fire Paramedic AA	\$6,711	\$6,878	\$7,049	\$7,225	\$7,405	\$7,592	\$7,782	\$7,978	\$8,178	\$8,382
76F	Fire Engineer BA Fire Paramedic BA	\$6,878	\$7,049	\$7,225	\$7,405	\$7,592	\$7,782	\$7,978	\$8,178	\$8,382	\$8,591
77F		\$7,049	\$7,225	\$7,405	\$7,592	\$7,782	\$7,978	\$8,178	\$8,382	\$8,591	\$8,807
78F		\$7,225	\$7,405	\$7,592	\$7,782	\$7,978	\$8,178	\$8,382	\$8,591	\$8,807	\$9,028
79F		\$7,405	\$7,592	\$7,782	\$7,978	\$8,178	\$8,382	\$8,591	\$8,807	\$9,028	\$9,254
80F	Fire Captain	\$7,592	\$7,782	\$7,978	\$8,178	\$8,382	\$8,591	\$8,807	\$9,028	\$9,254	\$9,486
81F	Fire Captain AA	\$7,782	\$7,978	\$8,178	\$8,382	\$8,591	\$8,807	\$9,028	\$9,254	\$9,486	\$9,724
82F	Fire Captain BA	\$7,978	\$8,178	\$8,382	\$8,591	\$8,807	\$9,028	\$9,254	\$9,486	\$9,724	\$9,965

CITY OF ARCADIA SALARY RANGE
JULY 1, 2015 TO JUNE 30, 2016
AFFA - 2% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
67F	Firefighter	\$5,617	\$5,760	\$5,901	\$6,049	\$6,202	\$6,356	\$6,514	\$6,676	\$6,845	\$7,016
68F	Firefighter AA	\$5,760	\$5,901	\$6,049	\$6,202	\$6,356	\$6,514	\$6,676	\$6,845	\$7,016	\$7,190
69F	Firefighter BA	\$5,901	\$6,049	\$6,202	\$6,356	\$6,514	\$6,676	\$6,845	\$7,016	\$7,190	\$7,370
70F		\$6,049	\$6,202	\$6,356	\$6,514	\$6,676	\$6,845	\$7,016	\$7,190	\$7,370	\$7,553
71F		\$6,202	\$6,356	\$6,514	\$6,676	\$6,845	\$7,016	\$7,190	\$7,370	\$7,553	\$7,744
72F		\$6,356	\$6,514	\$6,676	\$6,845	\$7,016	\$7,190	\$7,370	\$7,553	\$7,744	\$7,938
73F		\$6,514	\$6,676	\$6,845	\$7,016	\$7,190	\$7,370	\$7,553	\$7,744	\$7,938	\$8,138
74F	Fire Engineer Fire Paramedic	\$6,676	\$6,845	\$7,016	\$7,190	\$7,370	\$7,553	\$7,744	\$7,938	\$8,138	\$8,342
75F	Fire Engineer AA Fire Paramedic AA	\$6,845	\$7,016	\$7,190	\$7,370	\$7,553	\$7,744	\$7,938	\$8,138	\$8,342	\$8,550
76F	Fire Engineer BA Fire Paramedic BA	\$7,016	\$7,190	\$7,370	\$7,553	\$7,744	\$7,938	\$8,138	\$8,342	\$8,550	\$8,763
77F		\$7,190	\$7,370	\$7,553	\$7,744	\$7,938	\$8,138	\$8,342	\$8,550	\$8,763	\$8,983
78F		\$7,370	\$7,553	\$7,744	\$7,938	\$8,138	\$8,342	\$8,550	\$8,763	\$8,983	\$9,209
79F		\$7,553	\$7,744	\$7,938	\$8,138	\$8,342	\$8,550	\$8,763	\$8,983	\$9,209	\$9,439
80F	Fire Captain	\$7,744	\$7,938	\$8,138	\$8,342	\$8,550	\$8,763	\$8,983	\$9,209	\$9,439	\$9,676
81F	Fire Captain AA	\$7,938	\$8,138	\$8,342	\$8,550	\$8,763	\$8,983	\$9,209	\$9,439	\$9,676	\$9,918
82F	Fire Captain BA	\$8,138	\$8,342	\$8,550	\$8,763	\$8,983	\$9,209	\$9,439	\$9,676	\$9,918	\$10,164

CITY OF ARCADIA SALARY RANGE
JULY 1, 2016 TO JUNE 30, 2017
AFFA - 2% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
67F	Firefighter	\$5,729	\$5,875	\$6,019	\$6,170	\$6,326	\$6,483	\$6,644	\$6,810	\$6,982	\$7,156
68F	Firefighter AA	\$5,875	\$6,019	\$6,170	\$6,326	\$6,483	\$6,644	\$6,810	\$6,982	\$7,156	\$7,334
69F	Firefighter BA	\$6,019	\$6,170	\$6,326	\$6,483	\$6,644	\$6,810	\$6,982	\$7,156	\$7,334	\$7,517
70F		\$6,170	\$6,326	\$6,483	\$6,644	\$6,810	\$6,982	\$7,156	\$7,334	\$7,517	\$7,704
71F		\$6,326	\$6,483	\$6,644	\$6,810	\$6,982	\$7,156	\$7,334	\$7,517	\$7,704	\$7,899
72F		\$6,483	\$6,644	\$6,810	\$6,982	\$7,156	\$7,334	\$7,517	\$7,704	\$7,899	\$8,097
73F		\$6,644	\$6,810	\$6,982	\$7,156	\$7,334	\$7,517	\$7,704	\$7,899	\$8,097	\$8,301
74F	Fire Engineer Fire Paramedic	\$6,810	\$6,982	\$7,156	\$7,334	\$7,517	\$7,704	\$7,899	\$8,097	\$8,301	\$8,509
75F	Fire Engineer AA Fire Paramedic AA	\$6,982	\$7,156	\$7,334	\$7,517	\$7,704	\$7,899	\$8,097	\$8,301	\$8,509	\$8,721
76F	Fire Engineer BA Fire Paramedic BA	\$7,156	\$7,334	\$7,517	\$7,704	\$7,899	\$8,097	\$8,301	\$8,509	\$8,721	\$8,938
77F		\$7,334	\$7,517	\$7,704	\$7,899	\$8,097	\$8,301	\$8,509	\$8,721	\$8,938	\$9,163
78F		\$7,517	\$7,704	\$7,899	\$8,097	\$8,301	\$8,509	\$8,721	\$8,938	\$9,163	\$9,393
79F		\$7,704	\$7,899	\$8,097	\$8,301	\$8,509	\$8,721	\$8,938	\$9,163	\$9,393	\$9,628
80F	Fire Captain	\$7,899	\$8,097	\$8,301	\$8,509	\$8,721	\$8,938	\$9,163	\$9,393	\$9,628	\$9,870
81F	Fire Captain AA	\$8,097	\$8,301	\$8,509	\$8,721	\$8,938	\$9,163	\$9,393	\$9,628	\$9,870	\$10,116
82F	Fire Captain BA	\$8,301	\$8,509	\$8,721	\$8,938	\$9,163	\$9,393	\$9,628	\$9,870	\$10,116	\$10,367

CITY OF ARCADIA SALARY RANGE
JULY 1, 2017 TO JUNE 30, 2018
AFFA - 2.5% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
67F	Firefighter	\$5,872	\$6,022	\$6,169	\$6,324	\$6,484	\$6,645	\$6,810	\$6,980	\$7,157	\$7,335
68F	Firefighter AA	\$6,022	\$6,169	\$6,324	\$6,484	\$6,645	\$6,810	\$6,980	\$7,157	\$7,335	\$7,517
69F	Firefighter BA	\$6,169	\$6,324	\$6,484	\$6,645	\$6,810	\$6,980	\$7,157	\$7,335	\$7,517	\$7,705
70F		\$6,324	\$6,484	\$6,645	\$6,810	\$6,980	\$7,157	\$7,335	\$7,517	\$7,705	\$7,897
71F		\$6,484	\$6,645	\$6,810	\$6,980	\$7,157	\$7,335	\$7,517	\$7,705	\$7,897	\$8,096
72F		\$6,645	\$6,810	\$6,980	\$7,157	\$7,335	\$7,517	\$7,705	\$7,897	\$8,096	\$8,299
73F		\$6,810	\$6,980	\$7,157	\$7,335	\$7,517	\$7,705	\$7,897	\$8,096	\$8,299	\$8,509
74F	Fire Engineer Fire Paramedic	\$6,980	\$7,157	\$7,335	\$7,517	\$7,705	\$7,897	\$8,096	\$8,299	\$8,509	\$8,722
75F	Fire Engineer AA Fire Paramedic AA	\$7,157	\$7,335	\$7,517	\$7,705	\$7,897	\$8,096	\$8,299	\$8,509	\$8,722	\$8,939
76F	Fire Engineer BA Fire Paramedic BA	\$7,335	\$7,517	\$7,705	\$7,897	\$8,096	\$8,299	\$8,509	\$8,722	\$8,939	\$9,161
77F		\$7,517	\$7,705	\$7,897	\$8,096	\$8,299	\$8,509	\$8,722	\$8,939	\$9,161	\$9,392
78F		\$7,705	\$7,897	\$8,096	\$8,299	\$8,509	\$8,722	\$8,939	\$9,161	\$9,392	\$9,628
79F		\$7,897	\$8,096	\$8,299	\$8,509	\$8,722	\$8,939	\$9,161	\$9,392	\$9,628	\$9,869
80F	Fire Captain	\$8,096	\$8,299	\$8,509	\$8,722	\$8,939	\$9,161	\$9,392	\$9,628	\$9,869	\$10,117
81F	Fire Captain AA	\$8,299	\$8,509	\$8,722	\$8,939	\$9,161	\$9,392	\$9,628	\$9,869	\$10,117	\$10,369
82F	Fire Captain BA	\$8,509	\$8,722	\$8,939	\$9,161	\$9,392	\$9,628	\$9,869	\$10,117	\$10,369	\$10,626

LETTER OF AGREEMENT

BETWEEN

THE CITY OF ARCADIA

AND

ARCADIA FIREFIGHTERS' ASSOCIATION

The City of Arcadia and the Arcadia Firefighters' Association (AFFA) agree to amend Article XIV "Leaves" of the 2014-18 AFFA MOU by amending Section D. Sick Leave, as follows:

Section D. SICK LEAVE

1. All employees in classifications represented by this Agreement with the exception of temporary appointments, shall accrue paid sick leave beginning with the first full pay period of employment on the basis of 5.54 hours for each pay period of service completed with the City (6 shifts per year) or 1 hour for every 30 hours worked, whichever is greater. The maximum accrual per year is 144.
2. Paid sick leave will carry over each year of employment. Sworn employees may accumulate up to a maximum of 2,100 hours of sick leave. For employees assigned to 24 hours shifts, a "day" means 12 hours or one half (1/2) shift.
3. Sick leave means paid authorized absence from duty of an employee due to one of the following:
 - Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee;
 - Diagnosis, care, or treatment of an existing health condition of, or preventive care, for an employee's family member includes parent (biological, adoptive, foster parent, step parent, legal guardian or a person who stood loco parentis when employee was a child), child (biological, adoptive, foster child, step child, legal ward, or a child to whom the employee stands loco parentis regardless of age or dependency status), spouse, registered domestic partner, parent-in-law, sibling, grandchild or grandparent; or

- For an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230(c) and 230.1(a).

An employee will make a reasonable effort to schedule medical appointments during non-working hours.

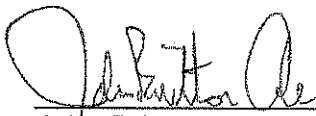
4. Kin Care Leave: In addition to the prescribed purposes of paid sick leave in section 3, an employee may use up to one-half of his/her annual accrual of sick leave to care for and attend to a family member who is ill. Every effort shall be made to schedule medical appointments for an ill family member during non-working hours. Family members for purposes of Kin Care leave shall include parent (biological, adoptive, foster parent, step parent, or legal guardian), child (biological, adoptive, foster child, step child, legal ward, a child of a registered domestic partner, or a child to whom the employee stands loco parentis regardless of age or dependency), spouse, or registered domestic partner.
5. Sick leave may be used by an employee in accordance with sections 3 and 4 above. The minimum increment of use of paid sick leave shall be 2 (two) hours. Any employee when off-duty as a result of personal or family illness shall report the fact immediately to his/her supervisor, or to the officer then in charge at the department, giving the nature of the illness or circumstances relative to his/her absence.
6. The term "immediately" means that the employee or someone acting for the employee, shall notify the department as soon as it becomes apparent that the employee will not be able to report for duty.
7. Proof Of Illness. If paid sick leave is taken for the diagnosis, care, or treatment of an existing health condition of, or preventative care of an employee or an employee's family member, the Fire Chief and the City Manager may require an employee to provide medical certification or evidence of the reason for any employee's sick leave absence that occurs after the employee has used 3 days of paid sick leave in a year of employment. If the employee fails to provide such evidence as required by the Fire Chief and within the time limit specified by the department, the absence will be charged to leave without pay.

8. Denial. The Fire Chief and City Manager may deny or revoke sick leave if the illness or injury for which it is taken is caused or substantially aggravated by compensated outside employment.
9. Upon separation from the City of Arcadia, an employee who works in their final pay period, shall receive credit for that pay period's sick leave accrual based on the following:

0 to 24 hours:	No accrual
25 to 55 hours:	2 hours
56 and above:	5.54 hours

Unused sick leave is not cashed out upon termination, resignation, retirement, or other separation from employment. Unused sick leave may be converted to retirement service credits, as may be permitted under applicable retirement system laws and regulations.

If an employee separates from employment with the City and is rehired within one year from separation, up to 48 hours or 6 days, whichever is greater depending on the employee's regular scheduled work day, of accrued and unused sick leave will be reinstated.



John Britton Cole
AFFA President

06/23/15
Date



Dominic Lazzaretto
City Manager

6/29/15
Date

LETTER OF AGREEMENT

BETWEEN

THE CITY OF ARCADIA

AND

ARCADIA FIREFIGHTERS' ASSOCIATION

The City of Arcadia and the Arcadia Firefighters' Association (AFFA) agree to amend Article XIV "Leaves" of the 2014-18 AFFA MOU by amending Section G. HOLIDAYS, as follows:


Section G. HOLIDAYS

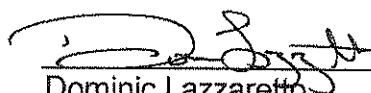
Employees in the classifications of Firefighter, Firefighter Paramedic, Fire Engineer and Fire Captain shall be allowed the following, twelve (12), holidays with full pay:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Admission Day
President's Day	Columbus Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

The 144 hours of annual holiday-in-lieu pay must be cashed out (not to be used for time off) prior to the end of each fiscal year, and is intended as additional compensation for employees. The cashed out holiday pay shall be paid out at the employee's regular rate of pay used for the purposes of the Fair Labor Standards Act at the time of the employee's request. The regular rate of pay calculation includes Longevity pay.

Each holiday listed above is 12 hours or one half (1/2) shift.


John Britton Cole
AFFA President
06/23/15
Date


Dominic Lazzaretto
City Manager
6/29/15
Date

**CITY OF ARCADIA MONTHLY SALARY RANGE
APRIL 1, 2014 TO JUNE 30, 2015**

Revised 7.7.2015

AFFA - 2% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
67F	Firefighter	\$ 5,507	\$ 5,646	\$ 5,785	\$ 5,930	\$ 6,080	\$ 6,231	\$ 6,386	\$ 6,545	\$ 6,711	\$ 6,878
68F	Firefighter AA	\$ 5,646	\$ 5,785	\$ 5,930	\$ 6,080	\$ 6,231	\$ 6,386	\$ 6,545	\$ 6,711	\$ 6,878	\$ 7,049
69F	Firefighter BA	\$ 5,785	\$ 5,930	\$ 6,080	\$ 6,231	\$ 6,386	\$ 6,545	\$ 6,711	\$ 6,878	\$ 7,049	\$ 7,225
70F		\$ 5,930	\$ 6,080	\$ 6,231	\$ 6,386	\$ 6,545	\$ 6,711	\$ 6,878	\$ 7,049	\$ 7,225	\$ 7,405
71F		\$ 6,080	\$ 6,231	\$ 6,386	\$ 6,545	\$ 6,711	\$ 6,878	\$ 7,049	\$ 7,225	\$ 7,405	\$ 7,592
72F		\$ 6,231	\$ 6,386	\$ 6,545	\$ 6,711	\$ 6,878	\$ 7,049	\$ 7,225	\$ 7,405	\$ 7,592	\$ 7,782
73F		\$ 6,386	\$ 6,545	\$ 6,711	\$ 6,878	\$ 7,049	\$ 7,225	\$ 7,405	\$ 7,592	\$ 7,782	\$ 7,978
74F	Fire Engineer	\$ 6,545	\$ 6,711	\$ 6,878	\$ 7,049	\$ 7,225	\$ 7,405	\$ 7,592	\$ 7,782	\$ 7,978	\$ 8,178
	Fire Paramedic										
75F	Fire Engineer AA	\$ 6,711	\$ 6,878	\$ 7,049	\$ 7,225	\$ 7,405	\$ 7,592	\$ 7,782	\$ 7,978	\$ 8,178	\$ 8,382
	Fire Paramedic AA										
76F	Fire Engineer BA	\$ 6,878	\$ 7,049	\$ 7,225	\$ 7,405	\$ 7,592	\$ 7,782	\$ 7,978	\$ 8,178	\$ 8,382	\$ 8,591
	Fire Paramedic BA										
77F		\$ 7,049	\$ 7,225	\$ 7,405	\$ 7,592	\$ 7,782	\$ 7,978	\$ 8,178	\$ 8,382	\$ 8,591	\$ 8,807
78F		\$ 7,225	\$ 7,405	\$ 7,592	\$ 7,782	\$ 7,978	\$ 8,178	\$ 8,382	\$ 8,591	\$ 8,807	\$ 9,028
79F		\$ 7,405	\$ 7,592	\$ 7,782	\$ 7,978	\$ 8,178	\$ 8,382	\$ 8,591	\$ 8,807	\$ 9,028	\$ 9,254
80F	Fire Captain	\$ 7,592	\$ 7,782	\$ 7,978	\$ 8,178	\$ 8,382	\$ 8,591	\$ 8,807	\$ 9,028	\$ 9,254	\$ 9,486
81F	Fire Captain AA	\$ 7,782	\$ 7,978	\$ 8,178	\$ 8,382	\$ 8,591	\$ 8,807	\$ 9,028	\$ 9,254	\$ 9,486	\$ 9,724
82F	Fire Captain BA	\$ 7,978	\$ 8,178	\$ 8,382	\$ 8,591	\$ 8,807	\$ 9,028	\$ 9,254	\$ 9,486	\$ 9,724	\$ 9,965

CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2015 TO JUNE 30, 2016

Revised 7.7.2015

AFFA - 2% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
67F	Firefighter	\$ 5,617	\$ 5,760	\$ 5,901	\$ 6,049	\$ 6,202	\$ 6,356	\$ 6,514	\$ 6,676	\$ 6,845	\$ 7,016
68F	Firefighter AA	\$ 5,760	\$ 5,901	\$ 6,049	\$ 6,202	\$ 6,356	\$ 6,514	\$ 6,676	\$ 6,845	\$ 7,016	\$ 7,190
69F	Firefighter BA	\$ 5,901	\$ 6,049	\$ 6,202	\$ 6,356	\$ 6,514	\$ 6,676	\$ 6,845	\$ 7,016	\$ 7,190	\$ 7,370
70F		\$ 6,049	\$ 6,202	\$ 6,356	\$ 6,514	\$ 6,676	\$ 6,845	\$ 7,016	\$ 7,190	\$ 7,370	\$ 7,553
71F		\$ 6,202	\$ 6,356	\$ 6,514	\$ 6,676	\$ 6,845	\$ 7,016	\$ 7,190	\$ 7,370	\$ 7,553	\$ 7,744
72F		\$ 6,356	\$ 6,514	\$ 6,676	\$ 6,845	\$ 7,016	\$ 7,190	\$ 7,370	\$ 7,553	\$ 7,744	\$ 7,938
73F		\$ 6,514	\$ 6,676	\$ 6,845	\$ 7,016	\$ 7,190	\$ 7,370	\$ 7,553	\$ 7,744	\$ 7,938	\$ 8,138
74F	Fire Engineer	\$ 6,676	\$ 6,845	\$ 7,016	\$ 7,190	\$ 7,370	\$ 7,553	\$ 7,744	\$ 7,938	\$ 8,138	\$ 8,342
	Fire Paramedic										
75F	Fire Engineer AA	\$ 6,845	\$ 7,016	\$ 7,190	\$ 7,370	\$ 7,553	\$ 7,744	\$ 7,938	\$ 8,138	\$ 8,342	\$ 8,550
	Fire Paramedic AA										
76F	Fire Engineer BA	\$ 7,016	\$ 7,190	\$ 7,370	\$ 7,553	\$ 7,744	\$ 7,938	\$ 8,138	\$ 8,342	\$ 8,550	\$ 8,763
	Fire Paramedic BA										
77F		\$ 7,190	\$ 7,370	\$ 7,553	\$ 7,744	\$ 7,938	\$ 8,138	\$ 8,342	\$ 8,550	\$ 8,763	\$ 8,983
78F		\$ 7,370	\$ 7,553	\$ 7,744	\$ 7,938	\$ 8,138	\$ 8,342	\$ 8,550	\$ 8,763	\$ 8,983	\$ 9,209
79F		\$ 7,553	\$ 7,744	\$ 7,938	\$ 8,138	\$ 8,342	\$ 8,550	\$ 8,763	\$ 8,983	\$ 9,209	\$ 9,439
80F	Fire Captain	\$ 7,744	\$ 7,938	\$ 8,138	\$ 8,342	\$ 8,550	\$ 8,763	\$ 8,983	\$ 9,209	\$ 9,439	\$ 9,676
81F	Fire Captain AA	\$ 7,938	\$ 8,138	\$ 8,342	\$ 8,550	\$ 8,763	\$ 8,983	\$ 9,209	\$ 9,439	\$ 9,676	\$ 9,918
82F	Fire Captain BA	\$ 8,138	\$ 8,342	\$ 8,550	\$ 8,763	\$ 8,983	\$ 9,209	\$ 9,439	\$ 9,676	\$ 9,918	\$ 10,164

CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2016 TO JUNE 30, 2017

Revised 7.7.2015

AFFA - 2% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
67F	Firefighter	\$ 5,729	\$ 5,875	\$ 6,019	\$ 6,170	\$ 6,326	\$ 6,483	\$ 6,644	\$ 6,810	\$ 6,982	\$ 7,156
68F	Firefighter AA	\$ 5,875	\$ 6,019	\$ 6,170	\$ 6,326	\$ 6,483	\$ 6,644	\$ 6,810	\$ 6,982	\$ 7,156	\$ 7,334
69F	Firefighter BA	\$ 6,019	\$ 6,170	\$ 6,326	\$ 6,483	\$ 6,644	\$ 6,810	\$ 6,982	\$ 7,156	\$ 7,334	\$ 7,517
70F		\$ 6,170	\$ 6,326	\$ 6,483	\$ 6,644	\$ 6,810	\$ 6,982	\$ 7,156	\$ 7,334	\$ 7,517	\$ 7,704
71F		\$ 6,326	\$ 6,483	\$ 6,644	\$ 6,810	\$ 6,982	\$ 7,156	\$ 7,334	\$ 7,517	\$ 7,704	\$ 7,899
72F		\$ 6,483	\$ 6,644	\$ 6,810	\$ 6,982	\$ 7,156	\$ 7,334	\$ 7,517	\$ 7,704	\$ 7,899	\$ 8,097
73F		\$ 6,644	\$ 6,810	\$ 6,982	\$ 7,156	\$ 7,334	\$ 7,517	\$ 7,704	\$ 7,899	\$ 8,097	\$ 8,301
74F	Fire Engineer	\$ 6,810	\$ 6,982	\$ 7,156	\$ 7,334	\$ 7,517	\$ 7,704	\$ 7,899	\$ 8,097	\$ 8,301	\$ 8,509
	Fire Paramedic										
75F	Fire Engineer AA	\$ 6,982	\$ 7,156	\$ 7,334	\$ 7,517	\$ 7,704	\$ 7,899	\$ 8,097	\$ 8,301	\$ 8,509	\$ 8,721
	Fire Paramedic AA										
76F	Fire Engineer BA	\$ 7,156	\$ 7,334	\$ 7,517	\$ 7,704	\$ 7,899	\$ 8,097	\$ 8,301	\$ 8,509	\$ 8,721	\$ 8,938
	Fire Paramedic BA										
77F		\$ 7,334	\$ 7,517	\$ 7,704	\$ 7,899	\$ 8,097	\$ 8,301	\$ 8,509	\$ 8,721	\$ 8,938	\$ 9,163
78F		\$ 7,517	\$ 7,704	\$ 7,899	\$ 8,097	\$ 8,301	\$ 8,509	\$ 8,721	\$ 8,938	\$ 9,163	\$ 9,393
79F		\$ 7,704	\$ 7,899	\$ 8,097	\$ 8,301	\$ 8,509	\$ 8,721	\$ 8,938	\$ 9,163	\$ 9,393	\$ 9,628
80F	Fire Captain	\$ 7,899	\$ 8,097	\$ 8,301	\$ 8,509	\$ 8,721	\$ 8,938	\$ 9,163	\$ 9,393	\$ 9,628	\$ 9,870
81F	Fire Captain AA	\$ 8,097	\$ 8,301	\$ 8,509	\$ 8,721	\$ 8,938	\$ 9,163	\$ 9,393	\$ 9,628	\$ 9,870	\$ 10,116
82F	Fire Captain BA	\$ 8,301	\$ 8,509	\$ 8,721	\$ 8,938	\$ 9,163	\$ 9,393	\$ 9,628	\$ 9,870	\$ 10,116	\$ 10,367

CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2017 TO JUNE 30, 2018

Revised 7.7.2015

AFFA - 2.5% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
67F	Firefighter	\$ 5,872	\$ 6,022	\$ 6,169	\$ 6,324	\$ 6,484	\$ 6,645	\$ 6,810	\$ 6,980	\$ 7,157	\$ 7,335
68F	Firefighter AA	\$ 6,022	\$ 6,169	\$ 6,324	\$ 6,484	\$ 6,645	\$ 6,810	\$ 6,980	\$ 7,157	\$ 7,335	\$ 7,517
69F	Firefighter BA	\$ 6,169	\$ 6,324	\$ 6,484	\$ 6,645	\$ 6,810	\$ 6,980	\$ 7,157	\$ 7,335	\$ 7,517	\$ 7,705
70F		\$ 6,324	\$ 6,484	\$ 6,645	\$ 6,810	\$ 6,980	\$ 7,157	\$ 7,335	\$ 7,517	\$ 7,705	\$ 7,897
71F		\$ 6,484	\$ 6,645	\$ 6,810	\$ 6,980	\$ 7,157	\$ 7,335	\$ 7,517	\$ 7,705	\$ 7,897	\$ 8,096
72F		\$ 6,645	\$ 6,810	\$ 6,980	\$ 7,157	\$ 7,335	\$ 7,517	\$ 7,705	\$ 7,897	\$ 8,096	\$ 8,299
73F		\$ 6,810	\$ 6,980	\$ 7,157	\$ 7,335	\$ 7,517	\$ 7,705	\$ 7,897	\$ 8,096	\$ 8,299	\$ 8,509
74F	Fire Engineer	\$ 6,980	\$ 7,157	\$ 7,335	\$ 7,517	\$ 7,705	\$ 7,897	\$ 8,096	\$ 8,299	\$ 8,509	\$ 8,722
	Fire Paramedic										
75F	Fire Engineer AA	\$ 7,157	\$ 7,335	\$ 7,517	\$ 7,705	\$ 7,897	\$ 8,096	\$ 8,299	\$ 8,509	\$ 8,722	\$ 8,939
	Fire Paramedic AA										
76F	Fire Engineer BA	\$ 7,335	\$ 7,517	\$ 7,705	\$ 7,897	\$ 8,096	\$ 8,299	\$ 8,509	\$ 8,722	\$ 8,939	\$ 9,161
	Fire Paramedic BA										
77F		\$ 7,517	\$ 7,705	\$ 7,897	\$ 8,096	\$ 8,299	\$ 8,509	\$ 8,722	\$ 8,939	\$ 9,161	\$ 9,392
78F		\$ 7,705	\$ 7,897	\$ 8,096	\$ 8,299	\$ 8,509	\$ 8,722	\$ 8,939	\$ 9,161	\$ 9,392	\$ 9,628
79F		\$ 7,897	\$ 8,096	\$ 8,299	\$ 8,509	\$ 8,722	\$ 8,939	\$ 9,161	\$ 9,392	\$ 9,628	\$ 9,869
80F	Fire Captain	\$ 8,096	\$ 8,299	\$ 8,509	\$ 8,722	\$ 8,939	\$ 9,161	\$ 9,392	\$ 9,628	\$ 9,869	\$ 10,117
81F	Fire Captain AA	\$ 8,299	\$ 8,509	\$ 8,722	\$ 8,939	\$ 9,161	\$ 9,392	\$ 9,628	\$ 9,869	\$ 10,117	\$ 10,369
82F	Fire Captain BA	\$ 8,509	\$ 8,722	\$ 8,939	\$ 9,161	\$ 9,392	\$ 9,628	\$ 9,869	\$ 10,117	\$ 10,369	\$ 10,626